

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In the Matter of

Franklin Spencer,  
Debtor

The Bank of New York Mellon, F/K/A The  
Bank of New York as trustee for registered  
Holders of CWABS, Inc., Asset-Backed  
Certificates, Series 2006-23, its assignees  
and/or successors in interest,  
Movant

vs.

Franklin Spencer,  
Respondent  
William C. Miller,  
Trustee.

CHAPTER 13

CASE NO. 16-13374-mdc

HEARING DATE: 03/12/2019  
HEARING TIME: 10:30 a.m.

LOCATION

U.S. Bankruptcy Court  
Robert N.C. Nix Federal Courthouse  
Courtroom #2  
900 Market Street  
Philadelphia, Pennsylvania 19107

CONSENT ORDER RE MOTION FOR RELIEF

IT IS HEREBY CONSENTED by and between Movant, The Bank of New York Mellon,  
F/K/A The Bank of New York as trustee for registered Holders of CWABS, Inc., Asset-Backed  
Certificates, Series 2006-23, its assignees and/or successors in interest, through its counsel, Jason  
Brett Schwartz, Esquire, and Debtor Franklin Spencer, through his counsel, David M. Offen,  
Esquire, and William C. Miller, Esquire, Chapter 13 Trustee, as follows:

1. Debtor shall maintain the regular monthly payments on Movant's loan obligation,  
and otherwise comply with all other terms of the subject Note and Mortgage, including, but not  
limited to, the requirement to maintain insurance naming Movant as the loss payee, encumbering  
the subject Property, generally described as 1100 E Barringer St, Philadelphia, PA 19119-3904,

in a timely fashion, commencing with the April 1, 2019 payment. Payments on Movant's loan obligation shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

2. Debtor shall pay off arrearages in the total amount of \$15,637.54, representing the monthly payments (\$1,336.85 each) from May 2018 through October 2018, monthly payments (\$1,488.44 each) from November 2018 through March 2019, plus attorneys' fees and costs of \$1,031.00, less applied suspense of \$-856.76. Said arrearages shall be paid in monthly installments of \$2,606.26 each, commencing April 15, 2019, and continuing on the 15<sup>th</sup> of each month thereafter until August 15, 2019, with the balance of \$2,606.24 to be paid on or before September 15, 2019. Said payments shall be made to Movant's servicing agent, Carrington Mortgage Services, LLC, Bankruptcy Department, P.O. Box 3730, Anaheim, CA 92806.

3. In the event Debtor fails to timely and properly comply with the payments set forth in Paragraph 1 or 2 hereinabove, or any other terms of the subject Note and Mortgage including, but not limited to, the requirement to maintain insurance naming Movant as the loss payee, Movant may mail a Letter of Default to Debtor and Debtor's counsel. Debtor shall have fifteen (15) days from the date of mailing of said Letter within which to cure the existing breach. If Debtor fails to do so, then on the sixteenth (16<sup>th</sup>) day, Movant shall serve and lodge a Certification of Default along with a final Order for Relief from the Automatic Stay. Upon the entry of said Order, the Automatic Stay in the above-entitled bankruptcy proceeding shall be immediately vacated and extinguished for all purposes as to Movant, allowing Movant to proceed with foreclosure of the subject Property, pursuant to applicable State law.

4. Any funds received by Movant, which are subsequently returned for non-sufficient funds, including funds received and applied prior to the terms of this Order, shall be

subject to the default provisions contained herein.

5. Should Movant obtain relief from the automatic stay due to a breach of the terms of this Order, any Order for Relief from the Automatic Stay shall provide for the 14-day stay described by Bankruptcy Rule 4001(a)(3) to be waived.

6. A Notice of Fees, Expenses, and Charges pursuant to Bankruptcy Rule 3002.1(c) is not required for the fees and costs included and disclosed as part this Order.

7. Debtor and Movant hereby acknowledge that except as modified by this Consent Order, all terms, conditions, rights and remedies contained in the loan documents shall remain in full force and effect and continue to remain valid and enforceable. Debtor further acknowledges and agrees that this consent order is a supplement in addition to the loan documents and not in lieu thereof.

8. The parties agree that a signature transmitted electronically or by facsimile shall be accorded the same force and effect, and may be submitted to the Court. Any amendments to this consent order must be in writing signed by both the Debtor and the Movant or their respective counsel.

Dated: \_\_\_\_\_

Respectfully submitted,

MESTER & SCHWARTZ, P.C.

/s/ Jason Brett Schwartz  
Jason Brett Schwartz, Esquire  
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Philadelphia, PA 19107  
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E-Mail: jschwartz@mesterschwartz.com  
C.241-6983.NF

Dated: 4-15-2019

David M. Offen  
David M. Offen, Esquire  
The Curtis Center  
601 Walnut Street, Suite 160 West  
Philadelphia, PA 19106  
Telephone: (215) 625-9600  
Email: dmo160west@gmail.com

Dated: 4/17/19

William C. Miller  
William C. Miller, Esquire  
Chapter 13 Trustee  
P.O. Box 1229  
Philadelphia, PA 19105  
Telephone: (215) 627-1377

reposes ITION

\*without prejudice to any  
trustee rights or remedies

IT IS SO ORDERED

Magdalene D. Coleman  
HON. MAGDELINE D. COLEMAN  
BANKRUPTCY JUDGE

4/24/2019